

Privacy Act Statement. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, dissemination report, copy of political propaganda or other document or information filed with the Attorney General under this act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, D.C. One copy is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of such documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. Finally, the Attorney General transmits an annual report to the Congress on the Administration of the Act which lists the names of all agents and the nature, sources and content of the political propaganda disseminated or distributed by them. This report is available to the public.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Criminal Division, U.S. Department of Justice, Washington, D.C. 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement  
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant

2. Registration No.

OCEANS INTERNATIONAL CORPORATION - 5005 MITCHELLDALE SUITE 121 HOUSTON, TEXAS  
77092

5134

3. Name of foreign principal

NATIONAL SHIPPER'S COUNCIL OF ANGOLA (C.N.C.A.)

4. Principal address of foreign principal

Palacio De Vidro - 2 Andar Direito  
Luanda Republic De Angola

5. Indicate whether your foreign principal is one of the following type:

☒ Foreign government

☐ Foreign political party

☐ Foreign or ☐ domestic organization: If either, check one of the following:

☐ Partnership

☐ Corporation

☐ Association

☐ Individual—State his nationality \_\_\_\_\_

☐ Committee

☐ Voluntary group

☐ Other (specify) \_\_\_\_\_

☐ Individual—State his nationality \_\_\_\_\_

a) Agency of Ministry of finance, transportation  
communication

a) Branch or agency represented by the registrant.

b) Name and title of official with whom registrant deals. b) Jean-Claude Denier: Directeur of Development for  
G.Feron - E. de Clebsattel S.A. Agent for C.N.C.A. - Agency for Angola Ministry of Finance, Transport  
& Communication

7. If the foreign principal is a foreign political party, state:

NOT APPLICABLE

a) Principal address

b) Name and title of official with whom registrant deals.

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

~~NOT APPLICABLE~~

a) State the nature of the business or activity of this foreign principal G. Feron de Clebsattel is: Shipping Agent World wide and stevedore and world wide agent for: C.N.C.A. which is an agency of the Ministry of Finance, Transport & Telecommunication. - C.N.C.A. Is responsible for the protection of ship owners registered for Maritime Transport in Angola.

b) Is this foreign principal

Owned by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal..... Yes ☒ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal ..... Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

Subsidized in whole by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal..... Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page may be used.)

G. Feron de Clebsattel S.A. is the World wide agent for C.N.C.A. and conduct the representation, under the directive of C.N.C.A. of the Ministry of Finance, Transport & Communication. C.N.C.A. is an Agency of the Ministry of Finance, Transport, & Communication.

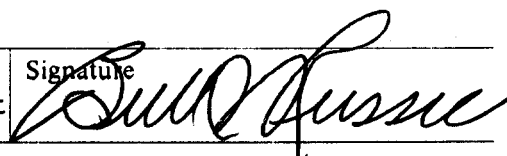
10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

G. Feron de Clebsattel S.A. (Societe Anonym) is a private company.  
C.N.C.A. is an Agency controlled by the Ministry of Finance, Transport and Communication

Date of Exhibit A  
October 18 1996

Name and Title  
Burnell J. Russell -President

Signature



**INSTRUCTIONS:** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements; or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. This form shall be filed in triplicate for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Name of Registrant	Name of Foreign Principal
OCEANS INTERNATIONAL CORPORATION	G.F. Ieron de Clebasttel S.A. as Agent for: National Shipper's Council of Angola (C.N.C.A)

Check Appropriate Boxes:

1. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach three copies of the contract to this exhibit.
2. ☐ There is no formal written contract between the registrant and foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach three copies of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
3. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and the expenses, if any, to be received.

4. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Under the Port regulation of the government of Angola and prior vessels arrival, Data processing fees and loading certificate must be issued. We are responsible for the issuance of the certificate and collection of the fees for the vessel and NVOCC and transfer same back to the agent in France who in turn reconcile the world wide collection and is responsible for the transfer to Angola. We also keep records on all issued loading certificates.

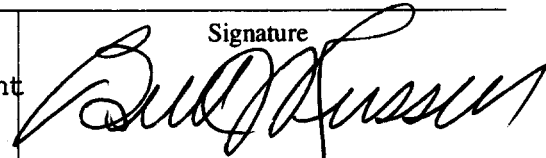
5. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Issue loading certificates to shippers, process and stamp cargo manifest and return same to vessel's agents. Collect fees from shipper, Nvocc and vessels. Transfer same to agent in France keep record and send monthly statement of activities.

6. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act?<sup>1</sup>

Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B	Name and Title	Signature
October 18 1996	Burnell J. Russell - President	

<sup>1</sup>Political activity as defined in Section 1(o) of the Act means the dissemination of political propaganda and any other activity which the person engaging therein believes will, or which he intends to, prevail upon, indoctrinate, convert, induce, persuade, or in any other way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

SUB

AGENCY AGREEMENT

REPUBLICA DE ANGOLA

CONSELHO NACIONAL DE CARREGADORES

RECEIVED  
DEPT OF JUSTICE  
CRIMINAL DIVISION  
96 OCT 21 AM 40  
INTERNAL SECURITY  
SECTION  
REGISTRATION UNIT

*Copies TO ACCOUNTING  
PENNY  
&  
GENE*

AGENT

**AGENCY AGREEMENT**

It was today mutually agreed,  
between :

G.FERON-Z.de CLEBSATTEL S.A. of 1-7, place de la République,  
59383 Dunkerque Cedex, France, a company duly formed and existing  
under the laws of France,

Acting on behalf of :

CONSELHO NACIONAL DE CARREGADORES DE ANGOLA (C.N.C.A.), largo 4 de  
Fevereiro, Palacio de Vidro 5º, Cx.P.2223 Luanda, Republica de Angola,  
hereinafter called "the General Agent" or "G.A."

and :

Company's name .....	OCEANS INTERNATIONAL CORPORATION
Branch Office * Place of business :	5005 MITCHELLDALE #121 HOUSTON, TEXAS 77092-7230
* Telephone Nr. .... :	(713) 956-2200
* Fax Nr. .... :	(713) 956-8043
* Telex Nr. .... :	373-6085
* E-MAIL.....:	VDURNERIN@OCEANSINTL.COM
Attorney .....	JULIAN & SEELE P.C. - HOUSTON

hereinafter called "the Agent"

01	RECITALS
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By a General Agreement dated 9th March 1994, G.FERON-E.de CLEBSATTEL S.A. was appointed as General Agent to the CONSELHO NACIONAL DE CARREGADORES DE ANGOLA.

This agreement sets out the terms upon which the agent is entrusted with the implementation of the decree Nr.19/94 dated 28th January 1994, published by the "Diario da Republica" de Angola on the 20th May 1994 relating to the rules and trade procedures of the maritime cargo flow and traffic control in Angola.

In compliance with the terms of the Geneva's Convention of April 6th, 1994 the agent namely, shall guarantee the National Flag preference by securing not less than 40 per cent of the traffic rights to the Angola National Fleet's vessels or to vessels operated by companies existing under the angolan law and recognized as such by the "DIRECCAO NACIONAL DA MARINHA MERCANTE E PORTOS" of Angola. It shall collect the relevant port and/or terminal duties as levied pursuant to the decree of reference.

The agent is fully empowered to represent the C.N.C.A. wherever and whenever deemed necessary, to deal with both shipowners and shippers, to seat with maritime conferences, and to represent the Council toward any official body insofar as they are concerned, to issue the Council's official loading certificate forms, to collect funds on the C.N.C.A.'s behalf and to appoint agents or sub-agents in order to assist the Council in the decree enforcement process.

Q      (A)

02	AGENT OBLIGATIONS
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On behalf of the G.A. and for the account of the C.N.C.A., always but limited to its geographical zone of authority, the agent shall :

- a. Collect ports statistics, process data by country and monthly provide the G.A. with the inbound and outbound ports traffic information, inclusive of transhipped cargoes
- b. Attend meetings with shipping conferences when so required by the G.A., keep up contacts with shipping lines, shippers, port authorities and maritime official bodies, maintain relationships with the media, administrations and consular services
- c. Convey legal information, new rules and procedures relevant to its zone of authority
- d. Promote and advertise the rules of the decree Nr.19/94 on as many issues, official publications, news-papers, shipping guides as required so as to inform and familiarize shippers, shipowners and consignees with the procedure
- e. Guarantee the true distribution of the traffic rights and protect the 40 per cent Angola share
- f. Provide the required "Loading Certificate" forms in sextuplicate, supply all concerned upon request and receive payment for its cost
- g. Liaise with shippers upon issuance of each B.R.I., contact forwarders and vessels' agencies prior to all shipments
- h. Ensure that nominated vessels belong to an authorized shipping line fully entered with the C.N.C.A.
- i. Collect duties levied on freight prior to all sailings and keep clear and updated accounts accordingly

0



- j. Acknowledge payment of such duties by signing and stamping the relevant loading certificates, attaching this certificate an order number
- k. Ensure that transhipped cargoes have already settled the relevant duties at the port of origin
- l. Receive payment of such duties should it not be settled at the origin
- m. Despatch all copies of the loading certificates upon each sailing in the folowing order :
  - \* 1st white original to the shipper
  - \* 1st white and 2nd green copy to the C.N.C.A. via the G.A.
  - \* 3rd blue copy to the vessel's agent at port of loading
  - \* 4th yellow copy to the G.A.
  - \* 5th pink copy to be kept along with the agent
- n. Report the G.A. any irregularities contravening the rules such as lack of B.R.I. number, default of tax settlement, non registration of the carrier with the C.N.C.A., etc
- o. File the loading certificates data and weekly forward the relevant diskette, to G.FERON-E.de CLESSATTEL, Paris
- p. Draw up a monthly statement of accounts made up on the last day of the month and provide the G.A. with the statement within but not later than 14 running days after the end of the relevant month
- q. Remit funds collected to the G.A. within but not later than 7 running days after issuance of each monthly statement of accounts (i.e. not later than 21 calendar days after the end of the month of relevance)
- r. Issue a monthly operation statement reporting important

- information, meetings attended, contacts with official bodies, encountered difficulties if any, initiatives and/or suggested actions taking aim at improving the system in general, etc
- s. Enter shipping lines with the C.N.C.A. when so required and receive payment for the subscription fees
  - t. Fully repay the G.A. any monies collected on account of shipowners and/or shipping lines contribution
  - u. Currently inform owners, shipping lines and operators, vessels' agents, shippers and all concerned of the rules and incurred penalties should any failure to comply with be observed

The agent is not entitled to :

- v. Issue the "Loading Certificate" should the nominated vessel not be belonging to or under charter with an entered shipping line
- w. Accept any settlement of duties in local currency. Blank form certificates excepted payment of which may be received in the sub-agent's working currency, all payments shall be made in USA Dollars
- x. Grant any credit facility to any party
- y. Appoint any sub-agent, commit any third party without the prior written authority from G.FERON-E.de CLEBSATTEL S.A.
- z. Charge any duty on any aid cargo provided such aids are supplied by an official recognized aid organisation. A "duty free" certificate shall however be required by the Angolan authority and the sub-agent is to provide the organisation with such accomplished certificate against payment of the blank form at the agent's prevailing tariff

03

FINANCE AND ACCOUNTING \* AGENT LIABILITIES

## a. Banking :

A separate banking account shall be opened by the agent. all transactions relating to the C.N.C.A. shall be centralized into this account and the G.A. shall have a control over it. Should it be so required by the general agent or the C.N.C.A., all documents pertaining to this account such as bank slips, vouchers, statement of accounts whatsoever, shall be made available upon request.

Accordingly, the agent hereby declare having opened a banking account as follows :

OCEANS INTERNATIONAL CORPORATION

\* Beneficiary's name ..... :

\* Bank's full style and address :

FIRST INTERSTATE BANK OF TEXAS

808 TRAVIS STREET

HOUSTON, TEXAS 77002

\* Account Nr. .... :

0407469448

## b. Agent disbursements :

The agent shall arrange the printing of the "Loading Certificates" at its own expense. Such certificates shall comply with the C.N.C.A.'s approved standard form.

The cost for compulsory advertisements as required through rule (02)d shall be evenly shared between the agent and the C.N.C.A. Funds shall however be advanced by the agent and thereafter set-off against the forthcoming tax revenues.

Except when special uncustomary expenses have been incurred, the

(1) 21

agent shall bear its general overhead expenses at its own cost. So far as special disbursements are concerned, no funds shall however be recoverable by the agent should a prior written disbursement approval not be granted by the general agent in early course.

c. Revenues :

On behalf of the C.N.C.A., the agent shall invoice and collect funds for the dutiable services as follows :

- c1. Loading certificates ..... : US\$ 25 - per form or its equivalent in local currency.
- c2. Port dues on breakbulk cargo : US\$ 5.- per Wgt/Measurement
- c3. Container terminal dues .... : US\$ 100.- per 20' TEU  
US\$ 200.- per 40' TC
- c4. Owners' subscription fees .. : US\$ 10,000.- per member

d. Agent remuneration :

In a way to cover its general overhead expenses and for the sake of remunerating services rendered, the agent shall receive :

- d1. Full benefit of the Loading Certificates income
- d2. US\$ 1.- per weight/measurement for breakbulk cargoes
- d3. US\$ 20.- per 20' TEU
- d4. US\$ 40.- per 40' TC

Such income shall be set-off against the monthly settlement of pending accounts pursuant to rules (02)p & (02)q

e. Remittances :

Funds collected on behalf of the C.N.C.A. shall be paid in accordance with provisions contained under rule (02)q, by means of

a bank draft drawn up in USA Dollars and made out to the G.A.'s order or preferably, remitted by way of a telegraphic transfer to :

- \* Beneficiary's name ..... : SOCIETE GENERALE
- \* Bank's full style and address : 62, LA CANNEBIERE  
B.P. 1808  
13221 MARSEILLE CEDEX 1
- \* Account Nr. .... : 30003 - 01250 - 00078010324 RIB 72
- \* New-York correspondent ..... :
- \* Swift and/or account Nr. .... :

f. Liability :

The agent shall be fully liable for the accuracy of its general accounting, for the correctness of the duties levied, for the funds collected by itself and its sub-agents if any, and for the punctual repayment of same to the G.A.

04	DURATION OF APPOINTMENT
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The appointment is valid for a one year time period starting on the agreement's date as shown hereinafter. It shall be renewable by tacit agreement, each time for a further one year time period extension.

Either the agent or the sub-agent are entitled to terminate this agreement at the time of each anniversary date by giving the other a (minimum) three month time notice. Such notice shall be served to the other party by way of a registered letter.

The appointment may also be terminated prior to the date agreed should

a fresh agreement be reached at the satisfaction of both contracting parties.

The appointment shall however and without notice immediately ceased and be considered void and extraordinarily terminated in such circumstances as follows :

- a. If the agent becomes bankrupt or makes any arrangement or composition with its creditors as an alternative to bankruptcy
- b. If a winding-up order is made or if a receiver or administrator is appointed, or if any of its property is seized by a creditor
- c. If the agent fails to settle and/or to repay the monies collected within 30 days after the date fixed under rule (02)q
- d. If repeatedly the agent fails strictly to comply with the provisions as contained under the rules of the present agreement
- e. If more than 33 per cent of the agent's corporate shares are disposed of, or is the business' property transferred should the agent operates as an individual
- f. If by law, political order or under administrative decision whatsoever, the decree Nr.19/94 is suspended or no longer implemented
- g. If seriously, the agent in general fails to any of its obligation or commits severe offence endangering the C.N.C.A.'s notoriety, its reliability or integrity.
- h. If for any reason whatsoever the appointment of the general agent is terminated

Notwithstanding the provisions of the above paragraph, the general agent and/or the C.N.C.A. have full discretion to defer such termination upon whatever terms they may think appropriate.

05	<b>RULING PENALTIES TO OFFENDERS</b>
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Any shipping line, shipowner or line operator contravening the rules as enforced by the decree Nr.19/94 of the Republic of Angola and implemented by the C.N.C.A., shall be liable to the following consequences and/or penalties :

a. Shipping line not entered with the C.N.C.A. :

- \* The vessel shall not be accepted by the C.N.C.A.'s representative at the port of loading and no "Loading Certificate" shall be issued

b. Shipping line entered with the C.N.C.A. but subscription fees not settled :

- \* The vessel shall not be permitted to enter the destination port and no clearance shall be granted until the subscription fees have been remitted and the funds by the C.N.C.A. acknowledged

c. Lack of Loading Certificate :

- c1. The carrying vessel shall not be permitted neither to enter the port or as the case may be, nor to leave the port until the cargo's relevant duties have been settled
- c2. The vessel shall be imposed a fine equal to 100 per cent of the duties levied on such cargo with a minimum of US\$ 5,000.- any one occurrence, and the vessel shall be prevented of sailing until such fine has been settled and the funds acknowledged by the C.N.C.A.
- c3. Traffic rights shall be suspended to the contravening operator should such offence be repeated

**06 DISPUTES \* ARBITRATION**

Any dispute that may arise out of or relate to this agreement and which could not be amicably settled shall be referred to the arbitration of three persons in Paris, one to be appointed by the sub-agent, one to be appointed by the agent, and the third by the two so chosen, who shall be the chairman. A party must appoint its arbitrator within 20 calendar days of appointment of the first appointed arbitrator, failing which the first appointed arbitrator shall become the sole arbitrator. The third arbitrator must be appointed within 20 days of appointment of the second arbitrator, failing which the third shall be appointed by the President of the Paris International Chamber of Commerce on the request of either party appointed arbitrator.

The present agreement being however governed by the parties' will of mutual understanding, the arbitrators shall solely decide the case on its merits and any reference to national laws shall therefore be totally irrelevant.

Arbitrators shall be commercial men. The arbitrators' decision is to be final and binding on both parties.

**07 FINAL PROVISION**

Any notice served under this agreement shall be sent by registered mail or by telex or by fax except that where notice is given by fax, a

further copy of it must subsequently be sent by registered mail. The address to which the notice should be sent by or to either party is the one shown in page Nr. 1 of this agreement.

This agreement has been made out in two original copies, one for each the agent and the general agent.

Signed in ..... : HOUSTON, TEXAS

Date ..... : 27 AUGUST 1996

For and on behalf of the Agent ..... : OCEANS INTERNATIONAL CORPORATION

Authorized attorney ..... : BURNELL J. RUSSELL  
OCEANS INTERNATIONAL CORPORATION  
5005 MITCHELLDALE  
HOUSTON, TEXAS 77056-1899

For and on behalf of the General Agent : FERON - DE CLEBSATTEL

Authorized attorney ..... : JEAN-CLAUDE DENIER

G. FÉRON, E. DE CLEBSATTEL

13, boulevard Ney, 75018 PARIS

Tél. : 44 65 12 00